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27 UNITED STATES BANKRUPTCY COURT
28 NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,
Debtors.**

- ☐ Affects PG&E Corporation
☒ Affects Pacific Gas and Electric
Company
☐ Affects both Debtors

**All papers shall be filed in the Lead Case,
No. 19-30088 (DM)*

Case No. 19-30088 (DM)

Chapter 11

(Lead Case) (Jointly Administered)

**WITHDRAWAL OF MOTION OF THE
AD HOC GROUP OF INTERCONNECTION
CUSTOMERS TO COMPEL PAYMENT
OF PASS-THROUGH AMOUNTS
WITHHELD BY PACIFIC GAS AND
ELECTRIC COMPANY**

Pursuant to the *Stipulation Between the Debtors and Ad Hoc Group of Interconnection
Customers to Permit Payment of Certain Pass Through Amounts* (Docket No. 4779; the
“*Stipulation*”), as approved by the Bankruptcy Court by *Order* dated November 18, 2019 (Docket
No. 4790; the “*Order*”), the undersigned counsel for the AHG of Interconnection Customers¹

¹ Defined terms used but not otherwise defined herein have the meanings given to them in
the Stipulation.

1 hereby withdraws the *Motion and Memorandum of the Ad Hoc Group of Interconnection*
2 *Customers to Compel Payment of Pass-Through Amounts Withheld by Pacific Gas and Electric*
3 *Company* (Docket No. 4400; the “***Motion***”) on and subject to the following terms: The withdrawal
4 of the Motion shall be (i) *with* prejudice with respect to the payment of Network Upgrade
5 Reimbursements, and (ii) *without* prejudice with respect to the Test Energy Portion of the Motion.

6 Nothing in this Withdrawal of the Motion shall limit the rights of the Movants to move to
7 compel compliance with the provisions of the Stipulation and the Order, or to seek relief with
8 respect to any continuing dispute regarding the Network Upgrade Reimbursements due under the
9 CA Flats Interconnection Agreement (as defined in the Narayanan Declaration filed in support of
10 the Motion (Docket No. 4404)).

11 DATED: November 18, 2019.

STOEL RIVES LLP

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14 By: /s/ David B. Levant

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